

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kooka Wines, Inc.		07/01/2008	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2230941	FAT BASTARD
Registration Number:	3080190	FLYING FISH
Registration Number:	3197412	ROOT:1
Registration Number:	3037452	THIERRY AND GUY
Serial Number:	76638932	2 UP
Serial Number:	76654183	CLEAN SLATE
Serial Number:	78903984	FAT BASTARD
Serial Number:	77064377	FAT BASTARD BONAFIDE · FAT BASTARD · FB 2005
Serial Number:	77172482	HIGH NOTE

CORRESPONDENCE DATA

Fax Number: (312)577-4688

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312)577-8416

Email: carole.dobbins@kattenlaw.com

TRADEMARK

REEL: 003808 FRAME: 0223

900110464

CH \$240.00 2230941

Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

215434-00158

NAME OF SUBMITTER:

Carole Dobbins

Signature:

/Carole Dobbins/

Date:

07/02/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 1st day of July, 2008 by Kooka Wines, Inc., a Washington corporation ("Grantor") in favor of GE Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee");

W I T N E S S E T H

WHEREAS, Winebow, Inc., a Delaware corporation ("Borrower"), and Grantee are parties to a certain Amended and Restated Credit Agreement dated as of August 31, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrower by Lenders;

WHEREAS, Borrower indirectly owns all of the issued and outstanding capital stock of Grantor and Grantor has agreed to guaranty the payment and performance of the Obligations pursuant to that certain Guaranty of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") by and between Grantor and Grantee;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment and performance of all Obligations of Grantor under the Guaranty;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Definitions. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Guaranty, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a)


infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

KOOKA WINES, INC., a Washington corporation


Name: Peter Click
Title: President

AGREED AND ACCEPTED
As of the Date First Above Written

GE BUSINESS FINANCIAL SERVICES INC.

(formerly known as Merrill Lynch Business
Financial Services Inc.), as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:


KOOKA WINES, INC., a Washington
corporation

Name: Peter Click
Title: President

AGREED AND ACCEPTED
As of the Date First Above Written

GE BUSINESS FINANCIAL SERVICES INC.

(formerly known as Merrill Lynch Business
Financial Services Inc.), as Agent

By: 
Name: K. G. Dull
Title: Authorized Signatory

SCHEDULE A

UNITED STATES REGISTERED TRADEMARKS AND APPLICATIONS

Mark	Owner(s)	Application/ Registration No.	Filing/Registration Date
2 Up	(1) Kooka Wines, Inc. (75%) (2) Kangarilla Road Pty. Ltd. (25%)	76/638,932	5/19/2006
Clean Slate	(1) Kooka Wines, Inc. (75%) (2) Moselland EG Winzer-genossenschaft (25%)	76/654,183	1/25/2006
Fat Bastard (typed drawing)	(1) Kooka Wines, Inc. (50%) (2) Gabriel Meffre (50%)	2,230,941	3/9/1999
Fat Bastard (standard character mark)	(1) Kooka Wines, Inc. (50%) (2) Gabriel Meffre (50%)	78/903,984	6/8/2006
Fat Bastard Bonafide Fat Bastard FB 2005 (and design)	(1) Kooka Wines, Inc. (50%) (2) Gabriel Meffre (50%)	77/064,377	12/14/2006
Flying Fish	(1) Kooka Wines, Inc. (75%) (2) Milbrandt Vineyards, Inc. (25%)	3,080,190	4/11/2006
High Note	(1) Kooka Wines, Inc. (75%) (2) Puerto Ancona S.A. (25%)	77/172,482	5/3/2007
Homegrown	Kooka Wines, Inc.	78/902,509 (intent to use)	6/7/2006
Root:1	(1) Kooka Wines, Inc. (50%) (2) Viña Ventisquero Ltda. (50%)	3,197,412	1/9/2007
Thierry and Guy	Kooka Wines, Inc.	3,037,452	1/3/2006
300 Sundays	Kooka Wines, Inc.	77/193417 (intent to use)	5/30/07
10 by 10	Kooka Wines, Inc.	77/477036 (intent to use)	5/16/08
Spanish Sons	Kooka Wines, Inc.	77/476689 (intent to use)	5/16/08
Ten X Ten	Kooka Wines, Inc.	77/476634 (intent to use)	5/16/08